

AGENT AGREEMENT

This AGENT AGREEMENT ("Agreement") is made and entered into this 13rd days of JULY 20XX by and between XXXXXXXXXX ("XXXXXXXXXX") a corporation having its principal place of business at XXXXXXXXXX and XXXXXXXX, ("Agent"), a corporation having its principal place of business at XXXXXXXXXXXXX.

1. APPOINTMENT AS AGENT

1.1 Exclusive Appointment. Subject to the terms and conditions of this Agreement, XXXXXXXX hereby appoints the Agent, and the Agent hereby accepts the appointment, as a exclusive authorized Agent of XXXXXXXX to Customers in the following markets: XXXXXXXX and XXXXXXXX. The Agent shall not market in any other Country without the prior written agreement of XXXXXXXX. Agent expressly understands that the scope of its representation is limited to the terms of this Agreement. Agent will not sell any other product that may be in competition with XXXXXXXX.

1.2 Reserved Rights. This Agreement shall in no way limit XXXXXXXX's ability to sell directly any Products to any Customers in the Agent's markets. For orders directly collected by XXXXXXXX, a copy of the order will be sent to the Agent for approval .

2. COMMISSIONS

2.1 Commissions. For each order taken by the Agent, which is accepted and fulfilled by XXXXXXXX, or directly collected by XXXXXXXX and whose payment is received by XXXXXXXX from the Customer, the Agent shall be entitled to a commission of TEN percent (10%)

2.2 Payment of Commissions. XXXXXXXX shall pay such commission on a three-monthly basis but no more than 90 days after payment is received by XXXXXXXX from the Customer. Agent shall not be entitled to any commission on orders that are not accepted by XXXXXXXX pursuant to Section 4 below. XXXXXXXX reserves the right to withhold payment of commissions to the Agent in the event payment from the Customer exceeds net terms of their account. XXXXXXXX further reserves the right to apply and use such commissions to satisfy any and all obligations at any time owing from Agent to XXXXXXXX, whether fixed or contingent, arising under this Agreement, any other agreement, or by operation of law or otherwise

3. ORDERS

3.1 Order Terms. Prices for Products and payment terms shall be as stated in the XXXXXXXX Price List. The Agent shall not create any obligations or make any warranties to Customers on behalf of XXXXXXXX, its parent company or affiliated companies, or its suppliers.

3.2 Order Acceptance. The Agent shall not accept any orders for XXXXXXXX. All orders shall be subject to XXXXXXXX' s acceptance , and XXXXXXXX shall have no liability for any orders it rejects.

3.3 Shipment and Payment. XXXXXXXX will supply the Products for accepted orders

subject to material availability, will bill the Customer directly, and will receive payment directly from the Customer. Products will be shipped to the Agent only if so noted on Customer's purchase order.

3.4 **Title.** Title to the Products shall pass directly from XXXXXXXX to the Customer. The Agent shall not take title to the Products sold hereunder.

4. ADDITIONAL DUTIES OF XXXXXXXX

4.1 **Timely Shipment.** XXXXXXXX agrees to use reasonable commercial efforts to meet the ordering agency's requested delivery date at the location specified by the ordering agency.

4.2 **Invoices.** XXXXXXXX shall invoice the Customer for orders within a reasonable time according to contract requirements.

5. ADDITIONAL DUTIES OF THE AGENT

5.1. **Best Efforts.** The Agent shall use its best efforts to promote the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on XXXXXXXX.

5.2 **Conduct of the Agent.** The Agent shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices. The Agent shall not make any false or misleading representations with respect to the specifications, features, or capabilities of products which are not consistent with those described in the manufacturer's publicly- available product documentation.

5.3 **No Contract Modification.** The Agent agrees not to alter, change, or modify in any way, any contract or order under any contract between XXXXXXXX and any Customer. The Agent further agrees to indemnify and hold XXXXXXXX harmless from any alteration, change, or modification to a contract between XXXXXXXX and any Customer caused by the actions of the Agent.

5.4 Failure to comply with any of the provisions of this section will result in immediate termination of Agent

6. Qualifications of Agent

6.1 Agent must hold and maintain vendor authorizations, where applicable.

6.2 Agent's business account with XXXXXXXX must be current and in good standing. Agent cannot have defaulted on any payments due to XXXXXXXX and must have a history of prompt and timely payments for all amounts due XXXXXXXX

6.3 Agent agrees to provide XXXXXXXX with updated credit information on request. Agent understands that XXXXXXXX may order a credit report in connection with the Agreement.

7. INDEMNIFICATION

7.1 The Agent will indemnify, defend and hold harmless XXXXXXXX, its agents, employees, successors, assigns, parent company and affiliated companies from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys'fees) and liabilities, arising out of Agent's acts or omissions relating in any way to its activities in connection with this Agreement, or misrepresentation relating to XXXXXXXX, its parent company, affiliated companies, the Products or this Agreement, regardless of the form of action. The Agent shall pay any damages and costs assessed

against XXXXXXXX (or its parent company or any of its affiliated companies) in connection with such claim.

8. NO GRANT OF LICENCE

8.1 Nothing contained in this Agreement shall give Agent any interest, license or right in any trademark, name, logo or other trade designation of XXXXXXXX or any XXXXXXXX parent or affiliated companies. Agent agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any XXXXXXXX parent or affiliated company or the rights therein

9. TERM AND TERMINATION

9.1 **Term.** The initial term of this Agreement shall commence on the Effective Date of this Agreement and continue until the expiration, unless terminated sooner pursuant to Section 9.2 below. This Agreement will be automatically renewed for successive 1-year periods, unless no later than 30 days prior to expiration of the then-current term of the Agreement, either party notifies the other of its intention not to renew

9.2 **Termination.** This Agreement may be terminated as follows:

- a) Upon mutual agreement of XXXXXXXX and the Agent at any time;
- b) By either the Agent or XXXXXXXX at any time for any or no reason upon 6 months prior written notice of the party's intention to terminate. In case of a termination of XXXXXXXX, the Agent receives a compensation fee equal to his last 6 (SIX) months commissions .
- c) By either the Agent or XXXXXXXX immediately upon written notice if
 - i) the other party is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, or trustee is appointed for the other party's affairs; or
 - ii) the other party is dissolved or there is an assignment of transfer of a substantial part of the other party's assets to a third party.

9.3 **Effect of Termination.** The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by XXXXXXXX prior to such termination.

9.4 **Return of Confidential Materials.** Upon termination of this Agreement, each party shall promptly return to the other party or destroy all Confidential Information belonging to the other party, except to the extent such information is necessary to fulfill such party's continuing obligations under this Agreement

10. DISPUTE RESOLUTION

10.1 Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, disputes and controversies between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the Italian Law. In the event the parties cannot agree on the arbitrator, then the President of the Tribunale di XXXXXXXX shall select an appropriate arbitrator

11. GENERAL PROVISIONS

11.1 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Italy . Agreement on compensation fees in case of termination are indicated in Section 9. 2.

11.2 Force Majeure. Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake, or storm.

11.3 Relationship of the Parties. The Agent is an independent contractor and, except as expressly provided herein, neither party is a legal Agent or agent of the other party for any purpose. Except as provided herein, neither XXXXXXX nor the Agent has the authority to make any statement, warranty or other commitment on behalf of the other, and this Agreement does not create any agency, employment, partnership, joint venture, or similar relationship between the parties.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the purchases and sales contemplated hereunder, and supersedes any prior agreements or understandings between the parties, whether written or oral with respect hereto. No modification to this agreement shall be of any force or effect unless incorporated herein by a writing signed by both parties specifically referencing this paragraph.

11.5. Acknowledgment. Agent acknowledges that it has carefully reviewed and understands the terms and conditions of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized Agents.

XXXXXXX

Agent:

Name:

Name:

Title: President

Title: Director